

Transform Credit Inc

220 N Green St STE 2061

Chicago, Illinois, 60607



Vaughnette Jones

804 Lincoln Crest Drive,

Austell, GA, 30106

Date: 03/27/2024

Loan Reference: [REDACTED]

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

GUARANTY AND INDEMNITY

Loan Number; [REDACTED]

Borrower Name; Vaughnette Jones

Borrower Address; 804 Lincoln Crest Drive, Austell GA 30106

Guarantor Name; Roger Weaver

Guarantor Address; 2295 Nutt Road, Heard County, Franklin Georgia 30217

Creditor Name; Transform Credit Inc.

Creditor Business Address;

125 S Clark St.

16th Floor

Important contact information Mailing Address: 1440 W. Taylor Street #431 Chicago, IL 60607 Email: collections@transformcredit.com Phone: +1470-435-6199

Transform Credit Inc. is registered with the Nationwide Multistate Licensing System (NMLS), with license number 1905055.

CA Residents: Transform Credit Inc. Is licensed by the Department of Business Oversight. Loans made pursuant to a California Financing Law License (License No. 60DBO 108183)

This Guaranty (this "Guaranty"), dated as of 9/14/2022 2:23:15 PM, is made by the undersigned individual (together with its successors and assigns "Guarantor"), for the benefit of Transform Credit Inc. (together with its successors and assigns, "Lender").

By endorsing this check, you become legally liable for repaying all moneys, including interest, as specified in the following loan agreement.

Preliminary Statements:

WHEREAS, Borrower is obligated to Lender under a promissory note (the "Promissory Note") executed in connection with the loan identified above (the "Loan"); and

WHEREAS, in order to induce the Lender to enter into the Loan, Lender has requested that Guarantor execute and deliver this Guaranty for the benefit of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

(1) GUARANTY:

In return for Lender extending the Loan to the Borrower and accepting the Promissory Note from the Borrower (a copy of which the Guarantor has seen), the Guarantor, as primary obligor and not merely as surety, absolutely and unconditionally guarantees to the Lender, and promises to pay and perform all existing and future obligations of Borrower under the Promissory Note when due, whether at original due date, by reason of early termination or otherwise.

Without limiting the scope of the preceding guarantee, this means that the Guarantor:

- Will transfer the loan disbursement amount to the Borrower, as separately agreed between the Guarantor and the Borrower;
- Agrees that if the Borrower fails to make any payment under the Promissory Note on the agreed payment date, the Guarantor will immediately make that payment on demand;
- Guarantees that if Lender demands, the Guarantor will immediately meet all of the Borrower's responsibilities under the Promissory Note; and
- Guarantees that the Borrower will carry out all of their responsibilities due and owing under the Promissory Note.

As well as the points above, and as a separately enforceable responsibility, the Guarantor will indemnify the Lender and keep the Lender indemnified against any losses, claims, damages or expenses resulting from or arising out of the Promissory Note or if the Borrower breaks any of their responsibilities thereunder. The Guarantor shall immediately pay Lender any loss upon demand.

Guarantor acknowledges and agrees that its responsibilities under this Guaranty and Indemnity are the same as if Guarantor were a Borrower obligated on the Promissory Note. For the avoidance of doubt, this means Lender does not have to make any demand on, or take any steps against, the Borrower or any other person, before seeking payment from the Guarantor under this Guaranty and Indemnity.

The foregoing guaranteed obligations are hereinafter referred to collectively as the "Obligations." The Guarantor further agrees upon any event of default or breach of this contract to pay reasonable costs and

expenses including, without limitation, all court costs and reasonable attorneys' fees, and expenses paid or incurred by the Lender in endeavoring to collect all or any part of the Obligations from, or in pursuing any action against the Guarantor or Borrower. All costs and expenses described herein shall be payable immediately following written demand from the Lender to the Guarantor requesting payment thereof.

(2) NATURE OF GUARANTY:

This Guaranty is, and is intended to be, an absolute, unconditional, irrevocable and continuing guaranty of payment and performance (and not merely of collection) which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other guaranty, endorsement or collateral held by Lender.

The Guarantor acknowledges and agrees that in order to help protect against identity fraud, Lender will disburse Loan proceeds directly into a bank account held in the name of Guarantor. Guarantor will be responsible for transferring, and shall transfer, those funds to the Borrower in such manner as the Guarantor and the Borrower may separately agree. Guarantor agrees and acknowledges that the Loan proceeds do not belong to Guarantor, and Guarantor has no claims against such Loan proceeds.

If the Guarantor or the Borrower breaches any term of this Guaranty and Indemnity or the Promissory Note, as applicable, the Lender may close the Borrower's account, send a default notice to the Borrower (with a copy to the Guarantor), and demand immediate repayment of the entire outstanding balance owed under the Promissory Note in one payment, whether or not there has been a prior demand for payment. The Lender also may charge the Borrower and/or the Guarantor fees related to the collection of the amount or amounts owing. Other actions that the Lender may take in the event of such a breach include;

- Obtaining payment from the Guarantor;
- Reporting to consumer reporting agencies who supply information to other credit providers;
- Taking court action against the Borrower and/or the Guarantor; and
- Exercising any of Lender's other rights, powers, recourses and remedies under the Promissory Note or this Guaranty and Indemnity, or at law or in equity.

The Lender can delay or refrain from enforcing any of its rights under this Guaranty and Indemnity, or at law or in equity, without losing them. If the Lender elects not to exercise or enforce any of its rights, such election shall not be deemed a waiver of any of those rights.

(3) NO DISCHARGE OR DIMINISHMENT OF GUARANTY:

Except as otherwise provided herein and to the extent provided herein, the obligations of the Guarantor hereunder are unconditional and absolute and not subject to termination for any reason other than the satisfaction of the Obligations.

Without limitation, and for the avoidance of doubt, this means that the obligations of the Guarantor hereunder will not be affected by:

- Any change to the Promissory Note;
- Any other guarantee or security that Lender may take relating to the Borrower's responsibilities;
- Any time Lender allows a compromise in terms of paying off the loan or arrangement, or if Lender accepts late payments or agrees to release or not to sue the Borrower or any other guarantor or indemnifier;
- Any security taken for the Promissory Note or the failure to realize or enforce any security or the failure to take any security;
- The Borrower dying, or becoming bankrupt or insolvent;
- The Borrower entering a debt relief agreement, accommodation with other creditors, or similar agreement; and/or
- the Lender transferring its rights and responsibilities under the Promissory Note.

(4) DEFENSES WAIVED:

The Guarantor irrevocably waives, to the fullest extent permitted by law, acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any person against the Borrower. The Lender may compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or exercise any other right or remedy available to it against the Borrower without affecting or impairing in any way the liability of the Guarantor under this Guaranty, except to the extent that the Obligations have been performed.

(5) REINSTATEMENT, STAY OF ACCELERATION;

If at any time any payment of any portion of the Obligations is rescinded or must otherwise be restored or returned upon the insolvency or bankruptcy of the Borrower or otherwise, the Guarantor's obligations under this Guaranty and Indemnity with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Lender is in possession of this Guaranty and Indemnity. If acceleration of the time for payment of any of the Obligations is stayed upon the insolvency or bankruptcy of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Obligations shall nonetheless be payable by the Guarantor forthwith on demand by the Lender.

(6) INFORMATION;

The Guarantor assumes all responsibility for being and keeping informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment or nonperformance of the Obligations and the nature, scope and extent of the risks that the Guarantor assumes and incurs under this Guaranty and Indemnity, and agrees that the Lender has no duty to advise the Guarantor of information known to it regarding those circumstances or risks.

(7) CARD PAYMENT AUTHORIZATION;

The Guarantor shall give the Lender consent to collect monthly payments via electronic funds transfer or from the Guarantor's credit and/or debit card. The Guarantor gives the Lender consent to use this (and any other card or account details that Guarantor may provide) to collect each full monthly payment that Guarantor owed until the Obligations are satisfied. Guarantor acknowledges and agrees that any agreement to use a debit card or electronic funds transfers to make monthly payments is not a condition of the extension of the Loan to Borrower. Guarantor can cancel this authorization at any time by notifying the Lender.

(8) SEVERABILITY;

If any part of this Guaranty and Indemnity is not valid or cannot be enforced, it shall not affect any other part of this Guaranty and Indemnity.

In any action or proceeding involving any state law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of the Guarantor under this Guaranty and Indemnity would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of the Guarantor's liability under this Guaranty and Indemnity, then, notwithstanding any other provision of this Guaranty and Indemnity to the contrary, the amount of such liability shall, without any further action by the Guarantor or the Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding. This section with respect to the maximum liability of the Guarantor is intended solely to preserve the rights of the Lender, to the maximum extent not subject to avoidance under applicable law, and neither the Guarantor nor any other person or entity shall have any right or claim under this Section with respect to such maximum liability, except to the extent necessary so that the obligations of the Guarantor hereunder shall not be rendered voidable under applicable law.

(9) REPRESENTATIONS BY GUARANTOR;

The Guarantor represents and warrants to Lender that this Guaranty and Indemnity is a valid and binding agreement, enforceable against Guarantor according to its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. The Guarantor further represents and warrants to Lender that Guarantor is entering into this Guaranty in furtherance of Guarantor's purposes and objectives.

(10) NOTICES AND COMMUNICATIONS;

Guarantor shall promptly (within seven days) notify the Lender of any changes to its home address, name, email address, payment card information, or any phone number that Lender uses to contact the Guarantor. If the Lender specifies a procedure for reporting a change of such information, then the Guarantor only shall report a change through that specified procedure. There may be only one designated notice address under this Guaranty and Indemnity at any one time.

Any notice to the Lender shall be given by: (i) delivering it or by mailing it by first class mail to the Lender's address to which the Borrower are required to send monthly payments under the Promissory Note, unless the Lender has designated another address by notice to the Guarantor; or (ii) by email, text message, or telephone number, to the extent that Lender makes available an email address or telephone number (as applicable) for such purposes. Any notice in connection with this Guaranty and Indemnity shall not be deemed to have been given to the Lender until actually received by the Lender. If any notice required by this Guaranty and Indemnity is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Guaranty and Indemnity.

If the Lender needs to contact the Guarantor, it shall send all notices, information and statements to the Guarantor's last known address, which shall be the address shown on this Guaranty and Indemnity, unless the Lender knows that the Guarantor has moved. The Lender may send some notices to the Guarantor via email, text message or phone instead. The Guarantor hereby expressly consents to be contacted for such purposes at any email address or telephone number that the Guarantor may provide to the Lender and acknowledges and agrees that any such communications may be placed with the assistance of an automated telephone dialing system or other automated technology. Any notice to the Guarantor in connection with this Guaranty and Indemnity shall be deemed to have been given to me when mailed by first class mail or when actually delivered to the Guarantor's notice address if sent by other means.

The Guarantor acknowledges and agrees that the Lender may record or monitor telephone calls with the Guarantor.

(11) MISCELLANEOUS;

No provision of this Guaranty and Indemnity may be amended, supplemented or modified, or any of its terms and provisions waived, except by a written instrument executed by the Lender and the Guarantor. No failure on the part of the Lender to exercise, and no delay in exercising, any right under this Guaranty and Indemnity waives that right; nor does any single or partial exercise of any right under this Guaranty and Indemnity preclude any other or further exercise of that or any other right. The remedies provided in this Guaranty and Indemnity are cumulative and not exclusive of any remedies provided by law or at equity. This Guaranty and Indemnity binds the Guarantor and benefits the Lender. The use of headings does not limit the provisions of this Guaranty.

This Guaranty and Indemnity shall apply only with respect to the Guarantor. The Guarantor may not transfer any of its rights or responsibilities hereunder without the prior written consent of the Lender. The Guarantor acknowledges and agrees that the Lender may transfer its rights hereunder at any time, in its sole discretion.

(12) ADDITIONAL WAIVERS;

Guarantor agrees that, notwithstanding Ga. Code §§ 10-7-20, 10-7-21, 10-7-22, and 10-7-24, the application of which to this Guaranty and Indemnity the Guarantor expressly and knowingly waives:

The Lender may release or compound with any Co-Guarantor without discharging the obligations of Guarantor hereunder;

No change in the nature or terms of the Promissory Note in accordance with Section 19 of the Promissory Note and no change to the interest rate payable under Section 4 of the Promissory Note, shall operate as a novation of the Promissory Note or otherwise discharge the Guarantor from its obligations under this Guaranty and Indemnity;

No act of the Lender, either before or after judgment against the Borrower, which injures the Guarantor, increases the Guarantor's risk, or exposes the Guarantor to greater liability shall discharge the Guarantor from its obligations under this Guaranty and Indemnity.

The Guarantor waives, to the fullest extent permitted by law, any right to require the Lender to commence an action against the Borrower before enforcing the Lender's rights under this Guaranty and Indemnity.

(13) GOVERNING LAW, CONSENT TO JURISDICTION;

This Guaranty and Indemnity shall be interpreted and applied in accordance with the substantive law of the State of GA without giving effect to its conflicts of laws rules. Guarantor agrees that this Guaranty and Indemnity is an agreement deemed made in GA

On behalf of itself and its successors and assigns, the Guarantor hereby irrevocably: (i) submits to the nonexclusive jurisdiction of the state and federal courts in GA, (ii) waives, to the fullest extent permitted by law, any objection that it or they may now or in the future have to the laying of venue of any litigation arising out of or in connection with this Guaranty and Indemnity brought in state or federal court in GA; (iii) waives, to the fullest extent permitted by law, any objection it or they may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, and (iv) agrees that any legal proceeding relating to this Guaranty and Indemnity may be brought in one of the foregoing courts. The Guarantor hereby agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address, as specified above. Nothing herein shall affect the right of the Lender to serve process in any other manner permitted by law or shall limit the right of the Lender to bring any action or proceeding against the Guarantor or with respect to any of its property in courts in other jurisdictions. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Guarantor acknowledges that these waivers are a material inducement to Lender's agreement to enter into this lending transaction, and that the Lender has already relied on these waivers and will continue to rely on each of these waivers in related future dealings. These waivers are irrevocable, may not be modified either orally or in writing, and apply to any future renewals, extensions, amendments, modifications, or replacements of this Guaranty and Indemnity. In connection with any litigation, this Guaranty and Indemnity may be filed as a written consent to a trial by the court.

IN THE EVENT OF ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY HEREOF, TRANSFORM CREDIT RESERVES THE RIGHT TO ELECT FOR THE DISPUTE TO BE RESOLVED ON AN INDIVIDUAL BASIS BY ALTERNATIVE DISPUTE RESOLUTION (ADR) IN THE FIRST INSTANCE. FOR THE AVOIDANCE OF DOUBT, YOU AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THIS RIGHT OF TRANSFORM CREDIT TO ELECT FOR ANY DISPUTE TO BE RESOLVED THROUGH ADR IN THE FIRST INSTANCE, SUPERSEDES YOUR RIGHT TO BRING PROCEEDINGS IN ANY COURT OF LAW IN THE FIRST INSTANCE. IF ADR IS ELECTED BY TRANSFORM CREDIT, YOU AGREE TO SUBMIT TO THE SCOPE OF THE ADR PROCEEDINGS. IF THE DISPUTE IS NOT RESOLVED THROUGH ADR OR BY THE PARTIES THEMSELVES, TRANSFORM CREDIT RESERVES THE RIGHT TO PURSUE A CLAIM IN COURT AS THE FINAL MEANS OF RESOLUTION OF THE DISPUTE. IF TRANSFORM CREDIT CHOOSES TO EXERCISE THE RIGHT TO PURSUE THE CLAIM IN COURT, THE DISPUTE SHALL BE

FINALLY RESOLVED BY THE COURTS OF CA.

TRANSFORM CREDIT ALSO RESERVES THE RIGHT TO FORGO THE RESOLUTION OF ANY DISPUTE THROUGH ADR AND PURSUE THE RESOLUTION OF ANY DISPUTE IN COURT IN THE FIRST INSTANCE. IN THE SAME VEIN, TRANSFORM CREDIT RESERVES THE RIGHT NOT TO BRING PROCEEDINGS IN COURT IN THE EVENT OF UNSATISFACTORY OR NO RESOLUTION TO DISPUTES. THE EXERCISE OR NON-EXERCISE OF THESE RIGHTS WILL BE AT THE SOLE DISCRETION OF TRANSFORM CREDIT ON A CASE-BY-CASE BASIS.

YOU AGREE THAT NOTHING IN THE ABOVE RESERVATIONS OF RIGHTS BY TRANSFORM CREDIT SHALL CONSTITUTE A WAIVER OR LIMITATION OF ITS LEGAL OR EQUITABLE RIGHTS IN LAW IN ANY JURISDICTION.

If the Borrower is a California resident, the Loan is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code. California Finance Lender License Number: 60DBO-108183. FOR INFORMATION CONTACT THE DEPARTMENT OF BUSINESS OVERSIGHT, STATE OF CALIFORNIA.

For Covered Borrowers:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

I may or my attorney may file a complaint with the commissioner.

WARNING: YOU SHOULD NOT ACT AS A GUARANTOR UNLESS YOU ARE SURE YOU KNOW EXACTLY WHAT THE RESPONSIBILITY IS THAT YOU ARE TAKING ON. IF YOU ARE AT ALL UNSURE WE STRONGLY RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE FROM YOUR ATTORNEY.

By executing this Guaranty and Indemnity, I acknowledge that I have read the Notice to Co-Signer and this Guaranty and Indemnity, and that I agree to the terms and conditions herein.

Executed by; Roger Weaver
Signature of Guarantor; Roger Weaver

Date of Signature: 9/14/2022 2:23:15 PM

Executed by; Transform Credit Inc.
Signed on behalf of Transform Credit Inc;

Date of Signature: 09/15/2022 11:51:11